



## TERMS OF BUSINESS

### 1. Introduction

The terms set out in this document, along with the terms contained within the Client Care letter, which accompanies this document, are the terms with which we, Richard George and Jenkins Limited trading as Richard George & Jenkins | CRN: 14500107 | Registered Address: Cross Chambers 9 High Street Newtown SY16 2NY ('we', 'us' or 'the Firm'), provide our services.

The services we provide are regulated by the Solicitors Regulation Authority. SRA number 8003727.

Any advice given, or work undertaken by a member, employee or consultant of the Firm, is given on behalf of Richard George & Jenkins Solicitors and not in a personal capacity.

### 2. Our Services

We provide a number of services across various areas of the law - details of these can be found on our website [www.rgj-legal.co.uk](http://www.rgj-legal.co.uk). We are a member of the Conveyancing Quality Scheme and hold accreditations in Family Law, Children Law and Criminal Litigation. We offer Legal Aid Services.

#### 2.1. Offices and Opening Hours

Newtown (Head Office) – Old Bank Chambers, High St, Newtown, SY18 2NT

Llanidloes – 55 Long Bridge St, Llanidloes, SY18 6EF

Aberystwyth – 7 Bridge St, Aberystwyth, SY23 1PY

Shrewsbury – New Windsor House, Oxon Business Park, Shrewsbury SY3 5HJ

Monday – Fri, 9am – 5pm

#### 2.2. Responsibility for work carried out

The fee earner with responsibility for your matter is confirmed in the Client Care letter that accompanies this document. Other members of staff, who undertake work on this matter, are supervised by a Solicitor, and ultimately a director has overall supervision of the matter.

We will update you at regular intervals as to the progress of the matter. We will also update you on the likely timescales for each stage. In acting for you, we will; review your matter regularly, advise you of any changes in the law relevant to your matter and advise you of any circumstances and risks of which we are aware, or consider to be reasonably foreseeable that could affect the outcome of your matter.

You are responsible for; providing us with clear, timely and accurate instructions, all documentation required to complete the transaction in a timely manner and safeguard any documents that are likely to be required for disclosure.

### 3. Charges and expenses

There are several ways we may charge for work undertaken by the Firm on your behalf. We can reach agreement to undertake work in the following ways:

#### a. Fixed Fee Basis

Under a Fixed Fee Basis, we will agree a fee with you, details of which will be provided to you in the letter accompanying this document. This fee is payable regardless of whether, or not, the matter concludes, although, in certain circumstances, alternate fees will be chargeable based on the stage the matter has reached. If this is the case, this will be clearly detailed in the attached letter.

#### b. Conditional Fee Agreement / Damaged Based Agreement

Under a Conditional Fee Agreement, or a Damaged Based Agreement, we agree to undertake the work on a 'no win no fee' basis. This means that you are only liable to costs in the event that you obtain a successful outcome to your case.

#### Conditional Fee Agreement

Under a Conditional Fee Agreement, if you are unsuccessful you do not pay us any costs. If you are successful, you pay our costs, as well as a possible percentage uplift, which, if applicable, will have been detailed in the Conditional Fee Agreement. Under a Conditional Fee Agreement, there are certain circumstances where you are liable to costs when your case is unsuccessful. An

example of this would be where the matter settles by agreement. The agreement will detail the instances where you will be liable to fees and the Solicitor with conduct of the matter will explain this to you, in detail, when you attend to sign the Agreement

#### Damage Based Agreement

Under a Damaged Based Agreement, if you are unsuccessful you do not pay us any costs. If you are successful, you pay our costs, which are calculated at an agreed percentage of any award for damages made in your favour. As with a Conditional Fee Agreement, the Agreement will detail the instances where you will be liable to fees and the Solicitor with conduct of the matter will explain this to you in detail, when you attend to sign the Agreement

Under either of the above Agreements, the Solicitor reserves the right to terminate the retainer where the prospects of you being successful with your claim drastically alter. Unless this is due to you breaching a condition of either Agreement, this will not result in you having any liability for costs.

Under both Agreements, you are liable to pay any disbursements incurred regardless of whether, or not, you obtain a successful outcome, and you may also be liable for the costs of the other party if costs are awarded against you.

#### c. Estimated Fee Agreement

Where we agree to work under an Estimated Fee Agreement, we will provide you with an estimate based on the amount of work we believe the matter will entail. If further, unforeseen work is required, we will inform you of this, immediately, and negotiate with you as to how the extra work will be funded by you, be it at an hourly rate or a further Fixed Fee Agreement. The work we initially quote you for will be clearly detailed in the attached letter.

#### d. Fees based on time spent dealing with the matter

Our hourly rates are detailed on the accompanying letter, if applicable. Periodically, we do review our hourly rates, and we reserve the right to alter

them throughout the course of our retainer, where necessary. If we alter our hourly rates we will write to you immediately and, if you have issues with any of the proposed changes, you can settle your bill up to the date of the changes and terminate our retainer. When working on this basis, you will be offered the chance to set a limit on the fees which can be incurred, at which time work on the matter will cease until we have obtained your approval to incur further costs in relation to your matter.

#### **e. Legal Aid**

Our Firm holds a Legal Aid Contract in both Family Law and Criminal Law. Legal aid is the use of public funds to help to pay for legal advice, family mediation and Court or Tribunal representation. If you qualify for Legal Aid, some, or all, of your Legal Costs will be covered.

#### **4. Additional Work**

If we need to do any additional work on your behalf for any reason, we will notify you immediately and provide an estimate of the cost for your approval. Only in exceptional circumstances will we undertake the work prior to your approval.

#### **5. Matter not concluded**

If the matter does not conclude, even if it is not your fault, we will still charge for the time spent on the matter or, in some cases, a percentage of the fee if outlined in our Client Care letters. Our fees and any disbursements, including third party costs, are your liability and must be paid.

#### **6. VAT**

We add VAT to all out charges at the rate which applies at the time the work is carried out. For reference our VAT number is 439800971

#### **7. Disbursements**

You must cover the cost of any, and all, costs we incur on your behalf when dealing with your matter.

#### **What will the likely disbursements be?**

The accompanying Client Care letter gives details of the disbursements, anticipated for your matter.

#### **Are we able to notify you of every disbursement at the outset of the matter?**

We are not able to seek a client's approval for every disbursement prior to incurring it. For example, it would be disproportionate for us to seek a client's approval for small disbursements under £10. We will, however, seek your approval should we need to obtain any larger disbursements, such as Court Fees.

#### **Do disbursements include VAT?**

Where the legal expenses are liable to VAT, then the client will have to pay this. VAT is to be paid if the goods or services were provided to enable the Solicitor to render their service to their client. As a result, a Solicitor often has to charge VAT on some expenses, even though the Solicitor did not pay VAT on them. This can be avoided by the client paying for them directly themselves.

#### **8. Money on account**

We will usually ask for money to be placed on account before undertaking any work, or to cover any disbursements. It may be that throughout the matter you will be asked at different intervals to provide further funds. We will deduct these payments from the Invoices that we send you. Our final Invoice is likely to exceed the amount you will have provided on account.

#### **9. Payments made to us from you.**

##### **9.1. Electronic funds transfer**

**9.2. Cheque** made payable to Richard George & Jenkins Solicitors. Please allow 5 working days for the funds to clear.

**9.3. Card Payment** Please note even card payments take 5 working days for the funds to clear.

**9.4. Cash** Our practice's policy is not to accept more than £1,000 in cash from a client within any 28-day period. If you try to avoid this policy by depositing cash directly with our bank, we may decide to charge you for any additional checks we decide are necessary to prove the source of the funds.

We reserve the right to wait for any funds provided to clear before undertaking the work.

If any payments are made from third parties on your behalf, we will be required to verify their identity.

#### **10. Payments made by us to you.**

**10.1 Electronic Bank Transfer.** All and any funds transferred to you will be via BACS or CHAPS and we will ask you to verify the details beforehand. We do not accept any responsibility for incorrect details provided by you. A fee of £30.00 plus VAT, will be added to your Invoice for any same day transfer/s OR transfer/s of over £10,000.

Money that is due to you can only be paid to you. We cannot pay third parties on your behalf.

#### **10.2. Checks we may be required to make before transferring money:**

**10.2.1. Electronic Identification Check**  
– Approx £14.95

**10.2.2 Anti-Money Laundering Search**  
– Approx £24.95

**10.2. 3. Bankruptcy Search** – Approx £3.20.

We will not transfer any monies to you, or anyone else related to this matter, without these checks being completed, if we deem it necessary.

**10.3 Interest on monies held in our Client Account:** we will credit client Client's Accounts with interest where the interest amounts to more than £25 a month, if the matter has concluded when the interest payments are made to us and you are due interest, we will contact you to arrange payment of the same.

#### **11. Referrals / Fee sharing**

Sometimes we will obtain work from a third Party. We may also enter into third party agreements to introduce our clients to third parties under one of the following agreements:

**A Referral Arrangement** where a Firm introduces clients in return for free or discounted services. In a fee-sharing arrangement, the introducer (either the Firm or a Third Party) receives the full amount of the relevant fee. The introducer then passes on a proportion of this fee to the other party in exchange for making the referral.

We will only accept, or make, referrals where our professional independence is not compromised and where your interests are not affected in any way. Where we enter into such an agreement, we will notify you of the terms of the agreement at the start of your matter.

#### **12. Invoices**

We will send you Invoices for our charges and expenses either on a regular basis, or upon completion of the matter, depending on the type of matter we are undertaking for you.

Please settle the Invoice within 30 days of the date. If the Invoice is not settled, we reserve the right to charge interest at 8%, starting 30 days after the date of the Invoice, charged at a daily rate. In addition, we reserve the right to charge an admin fee of £50, plus VAT, for any work required pursuing payment of this debt. You may also become liable to a Court fee if proceedings are issued.

If you have any difficulty settling your Invoice, or any issues with the Invoice

itself, please contact us immediately to discuss the matter.

### **13. Issues with invoices**

**13.1 Internal Complaints** You have the right to complain about our Invoice under our complaints procedure, shown in section 18.

**13.2 Taxation** You may be entitled to have our charges reviewed by the Court (this is called 'taxation'). The procedure is different from the Remuneration Certificate procedure and it is set out in sections 70, 71 and 72 of the Solicitors' Act 1974.

**13.3 Remuneration Certificate** If you are not satisfied with the amount of our fee you have the right to ask us to obtain a Remuneration Certificate from the Law Society. The Certificate will either say that our fee is fair and reasonable, or it will substitute a lower fee. If you wish us to obtain a Certificate you must ask us to do so within a month of receiving the Invoice.

If you ask us to obtain a Remuneration Certificate, then unless we already hold sufficient funds to cover all of the following, you must first pay:

half our fee as shown on the invoice; plus all the VAT shown; plus all the expenses we have incurred (sometimes called disbursements).

However, you may ask the Law Society, at 8 Dormer Place, Leamington Spa, Warwickshire, CV32 5AE, to waive this requirement so that you do not have to pay anything for the time being. You would have to show that exceptional circumstances apply in your case.

We may charge interest on unpaid invoices and we will do so at the rate payable on judgement debts from one month after delivery of our Invoice.

### **14. Charges and expenses of a third party**

you are ultimately responsible for paying our charges and expenses incurred on your behalf in full. There are certain circumstances where another party may be required to pay them and, if these circumstances exist, we will advise you accordingly.

If you are successful in Court Proceedings, or in obtaining a settlement another party, or person, may not be ordered to pay any, or all, of our charges instead of you. Even where a party is ordered to pay some, or all, of our costs and expenses, they may not do so. If the other party is Legally Aided or has Community Legal Funding it is unlikely that they would be ordered to pay your costs, even if you succeed in a case against them.

**In all the above circumstances, you will be responsible to pay any of our costs, or expenses, not covered by the other party.**

**You will ultimately be responsible for paying any charges, or expenses, of trying to recover any Charges, or expenses the Court has ordered the other party to pay.**

A Court may require you to pay the costs and expenses of another party. These costs and expenses would be in addition to any liability you have to this Firm in respect of our costs and expenses.

It may be possible to obtain insurance(s) to cover our costs and expenses and/or the costs and expenses of another party. If such insurance(s) is available to you, we will advise you accordingly.

You may already have insurance(s) in place which provides cover for our costs and expenses and/or the costs and expenses of another party. If you do have insurance(s) in place you should notify them immediately otherwise they may refuse to accept the claim, leaving you personally liable to our costs and expenses.

### **15. Electronic Mail**

Emails, text messages and voicemails allow us to contact clients in a faster and more efficient way. Some clients do not want us to contact them electronically, or in one, or more, of the aforementioned methods. If this is the case, please let us know. Signing these terms is your agreement to us contacting you in any of the electronic methods previously mentioned, unless we are given specific instructions not to do so.

### **16. Data Protection**

Please see our enclosed GDPR policy. Please complete and return.

### **17. Anti-money laundering and terrorist financing**

The Money Laundering Regulations require Solicitors to obtain satisfactory evidence of the identity of their clients and, where there is a beneficial owner who is not the client, the beneficial owner. This is because Solicitors who deal with money and property on behalf of their client can be targeted by criminals attempting to launder money. See 10.2 for Costs.

#### **17.1 Identification Documents**

We have partnered with InfoTrack, an FCA regulated business, that use ID verification technology and bank level encryption to allow you to complete all of the identification checks that will be required using a Smartphone Application.

The Process will ask you to upload:

**17.1.1 Photo identification** a current Passport or Driving License.

**17.1.2 Proof of Address** a utility bill or bank statement, showing your name and address. The document must be dated within the last three months.

**17.1.3 Open Banking** (if required) the Application will ask for permission to access certain Online Banking information.

### **17.2 Making a Disclosure**

We are professionally and legally obliged to keep your affairs confidential. However, Solicitors may be required by Statute to make a disclosure to the National Crime Agency where they know or suspect that a transaction may involve money laundering or terrorist financing. If we make a disclosure in relation to your matter, we may not be able to tell you that a disclosure has been made. We may have to stop working on your matter for a period and may not be able to tell you why.

### **18. Complaints**

**18.1 Internal Procedure** We hope that you will not have cause for concern about the service that you obtain from the Firm, however, please see the following steps to follow if you find yourself dissatisfied:

**Step 1** Please convey your dissatisfaction to the Solicitor dealing with your case and give him/her the opportunity to remedy the situation before submitting a written complaint.

**Step 2** If the Solicitor is not able to remedy the situation, or you feel that you have exhausted every avenue with the Solicitor then please submit a written complaint to Michael Davies, Senior Partner, or Matthew Davies, Partner, if Michael Davies is dealing with your matter.

**Step 3** We will acknowledge the complaint within 3 working days.

**Step 4** Within 14 days you will be invited for a meeting to try and resolve the complaint.

**Step 5** Within 3 days of that meeting we will write to you to confirm the outcome. If you are still not satisfied, then please respond to the letter outlining your reasons.

**Step 6** A review of the decision will be instigated and a final written response to your complaint sent within 10 days of your letter in step 5. If you are satisfied at this stage, then we will close the case. If you are not satisfied then you are free to explore other avenues, as shown in the following clause.

**18.2. Legal Ombudsman** The Legal Ombudsman investigates complaints about service issues with lawyers. Normally, you will need to bring a complaint to the Legal Ombudsman within one year of the date of the act or omission about which you are concerned or within one year of you realising there was a concern. If you would like more information about this service, including the time limits for take a case to them, please contact the Legal Ombudsman directly. You can find out more about their service by visiting [www.legalombudsman.org.uk](http://www.legalombudsman.org.uk) or contacting them on 0300 555 0333.

**19. Limitation of Liability**

Richard George & Jenkins' indemnity liability is limited under a scheme provided by Hera Indemnity Brokers, policy number **LPI301449005** and the level of our indemnity is £3,000,000.00.

**20. Confidentiality**

The general rule is that a Solicitor must keep the affairs of their client confidential unless disclosure is required or permitted by law or you, the client, consents to the disclosure.

**20.1. Joint Instructions** If you jointly instruct us along with another client you accept that there is no duty of confidentiality between you and the other client and information can be shared in relation to the jointly instructed matter.

**20.2. Mortgage fraud** When we act for a lender in conveyancing transactions, we have a duty to fully reveal to your lender all relevant facts about the purchase and mortgage. This includes:

- a) any differences between your mortgage application and information we receive during the transaction; and
- b) any cash back payments or discount schemes that a seller is giving you.

**20.3. Auditing and vetting of files**

Regulated external firms or organisations may conduct audit or quality checks on our practice from time to time. They may wish to audit/quality check your file and related papers for this purpose. It is a specific requirement imposed by us that these external firms or organisations fully maintain confidentiality in relation to any files and papers which are audited/quality checked by them. Your files may also be reviewed in a due diligence exercise relating to the sale or transfer of all or part of our business or the acquisition of another business by us. If you do not wish your file to be used in this way, please let us know, in writing, as soon as possible.

**20.4. Cloud Computing** We use cloud storage for client files. Our cloud software provider is LEAP. LEAP's cloud infrastructure is provided and maintained

by industry leading cloud-platform provider Amazon Web Services. Amazon Web Services demonstrates a commitment to information security at every level of the organisation and complies with internationally recognised standards, the EU Data Protection Directive, and regulations and the Data Protection Act 2018. If you object to your files/other details being stored in this way, please let us know, in writing, as soon as possible.

**21. Storage of documents**

After completing the work, we will be entitled to keep all your papers and documents while there is still money owed to us for fees and expenses. We will keep our file of your papers for up to six years, except those papers that you ask to be returned to you. We keep files on the understanding that we can destroy them six years after the date of the final bill. We will not destroy documents you ask us to deposit in safe custody. If we take papers or documents out of storage in relation to continuing or new instructions to act for you, we will not normally charge for such retrieval. However, we may charge you for time spent producing stored papers that are requested and for reading correspondence, or other work necessary to comply with your instructions in relation to the retrieved papers.

**22. Terminating the retainer**

You may end your instructions to us in writing at any time, but we can keep all your papers and documents while there is still money owed to us for fees and expenses. We may decide to stop acting for you only with good reason. We must give you reasonable notice that we will stop acting for you. If you, or we, decide that we should stop acting for you, you will pay our charges up until that point. These are calculated on an hourly basis plus expenses or by proportion of the agreed fee as set out above.


**I / We acknowledge and receipt of and agree to the terms of these terms of business and instruct you to proceed with the matter.**

**SIGNED**

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(if signing on behalf of a business, Organisation, or Company, state Capacity)

\_\_\_\_\_

 <b>RICHARD GEORGE &amp; JENKINS</b>	
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